UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

Daniel Fore, Sr.,	)	**Civil No.**
	)	
Plaintiff,	)	
	)	
v.	)	**Jury Trial Demanded**
	)	
First National Collection Bureau, Inc.	)	
	)	
	)	
Defendant.	)	

COMPLAINT

1. This is an action brought by the Plaintiff, Daniel Fore, Sr., for actual and statutory damages, punitive damages, attorney's fees, and costs for Defendants' violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq,* (hereinafter "FCRA").

JURISDICTION AND VENUE

2. This Court has Jurisdiction under 15 U.S.C. §1681p and 28 U.S.C. §1331 and §1332.

3. Venue is proper in the Florence Division because the Plaintiff resides in Marion, SC and the Defendant transacted business in this division.

PARTIES

4. The Plaintiff, Daniel Fore, Sr., is a resident and citizen of Marion, South Carolina, and is over the age of twenty-one (21) years.

5. Defendant First National Collection Bureau, Inc. ("First National") is a Nevada Corporation that may be served with process by way of its registered agent,

LexisNexis Document Solutions, 1703 Laurel St., Columbia, SC 29201. Defendant First National was in all respects and at all times relevant herein doing business in the state of South Carolina.

FACTUAL ALLEGATIONS

6. Plaintiff has been attempting to get inaccurate information removed from his credit report for almost two years. In July, 2013, Plaintiff received a copy of his Trans Union credit report. Defendant reported an inaccurate, negative account to Plaintiff's Trans Union credit report. Specifically, Defendant reported that Plaintiff had an unpaid Direct TV account which had been placed for collection with Defendant.

7. Plaintiff was not, and has not ever been, in arrears with Direct TV.

8. On or about July 16, 2013, Plaintiff received a copy of his Equifax credit report. Defendant reported an inaccurate, negative account to Plaintiff's Experian credit report. Specifically, Defendant reported that Plaintiff had an unpaid Direct TV account which had been placed for collection with Defendant.

9. On or about August 1, 2013, Plaintiff received a copy of his Equifax credit report. Defendant reported an inaccurate, negative account to Plaintiff's Equifax credit report. Specifically, Defendant reported that Plaintiff had an unpaid Direct TV account which had been placed for collection with Defendant.

10. On or about August 2, 2013, Plaintiff sent a dispute letter to Trans Union. In his letter, Plaintiff stated that the First National account reporting to his Trans Union credit

report was not his account, but that it had belonged to a previous roommate. Further, Plaintiff stated that his roommate's account had been paid in full. Upon information and belief, Trans Union forwarded Plaintiff's dispute to Defendant.

11. On or about August 2, 2013, Plaintiff sent a dispute letter to Experian by way of the dispute form provided by Experian. In his dispute, Plaintiff stated that the First National account reporting to his Experian credit report was not his account. Upon information and belief, Experian forwarded Plaintiff's dispute to Defendant.

12. On or about August 15, 2013, Plaintiff received a second Trans Union report which contained the results of Defendant's alleged investigation into his dispute. Defendant continued to report the collection account to Plaintiff's Trans Union credit report. Defendant verified the account as accurate to Trans Union and the account was not changed as a result of Defendant's verification. Additionally, Defendant failed to report the account as disputed when verifying this inaccurate account to Trans Union.

13. On or about August 22, 2013, Plaintiff received a second Experian report which contained the results of Defendant's alleged investigation into his dispute. Defendant continued to report the collection account to Plaintiff's Experian credit report. Defendant verified the account as accurate to Experian and the account was not changed as a result of Defendant's verification. Additionally, Defendant failed to report the account as disputed when verifying this inaccurate account to Experian.

14. On or about May 9, 2014, Plaintiff sent a second dispute to Trans Union. In this letter,

Plaintiff once again disputed the First National account being reported to his Trans Union credit report. Upon information and belief, Trans Union forwarded Plaintiff's dispute to Defendant.

15. On or about May 24, 2014, Plaintiff received the results of Defendant's second alleged investigation into his dispute. Defendant continued to report the collection account to Plaintiff's Trans Union credit report. Defendant verified the account as accurate to Trans Union and the account was not changed as a result of Defendant's verification. Additionally, Defendant failed to report the account as disputed when verifying this inaccurate account to Trans Union.

16. On or about February 9, 2015, Plaintiff sent a third dispute to Trans Union, this time by way of a "Credit Report Dispute Form". Plaintiff once more disputed the First National account being reported to his Trans Union credit report, stating that the account was not his and that he had never had Direct TV. Upon information and belief, Trans Union forwarded Plaintiff's dispute to Defendant.

17. On or about February 9, 2015, Plaintiff also sent a dispute to Equifax by way of a "Credit Report Dispute Form". Plaintiff disputed the reporting of the First National account to his Equifax credit report, stating that it was not his account and that he had never had Direct TV. Upon information and belief, Equifax forwarded Plaintiff's dispute to Defendant.

18. On or about February 23, 2015, Plaintiff received the results of Defendant's alleged

investigation into his dispute regarding his Equifax credit report. Defendant continued to report the collection account to Plaintiff's Equifax credit report. Defendant verified the account as accurate to Equifax and the account was not changed as a result of Defendant's verification. Additionally, Defendant failed to report the account as disputed when verifying this inaccurate account to Equifax.

19. On or about February 25, 2015, Plaintiff received the results of Defendant's third alleged investigation into his dispute regarding his Trans Union credit report. Defendant continued to report the collection account to Plaintiff's Trans Union credit report. Defendant verified the account as accurate to Trans Union and the account was not changed as a result of Defendant's verification. Additionally, Defendant failed to report the account as disputed when verifying this inaccurate account to Trans Union.

20. Defendant continues to report the inaccurate collection account set forth herein as belonging to Plaintiff to Equifax, Experian, and Trans Union. Upon information and belief, Defendant is not performing a reasonable investigation into Plaintiff's disputes, as is required by the Fair Credit Reporting Act.

COUNT ONE
Fair Credit Reporting Act

21. The Plaintiff adopts the averments and allegations of paragraphs 6 through 20 hereinbefore as if fully set forth herein.

22. Defendant negligently violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation after receiving notice that the Plaintiff disputed the information said

Defendant had provided to a consumer reporting agency.

23. Defendant negligently violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information provided by the consumer reporting agency pursuant to §1681i.

24. Defendant negligently violated 15 U.S.C. §1681s-2(b) by failing to conduct an investigation as to the accuracy of the information reported by the Defendants to the consumer reporting agencies.

25. Defendant negligently violated 15 U.S.C. §1681s-2(b)(1)(c) by reporting inaccurate, incomplete, false, and misleading results of the investigation, if any, to the consumer reporting agencies. Additionally, Defendant failed to report the account set forth herein as disputed.

26. Defendant negligently violated 15 U.S.C. §1681s-2(b)(1)(D) by failing to notify all consumer reporting agencies that the reporting of the accounts the subject of this action was inaccurate, incomplete, false, and misleading. Additionally, Defendant failed to report the account set forth herein as disputed.

27. As a result of the Defendant's violations set forth above, the Plaintiff suffered damage to his credit and credit reputation and lost credit opportunities. Additionally, Plaintiff suffered humiliation, anxiety, loss of sleep, anger, worry, physical pain and illness and mental anguish, as well as damages for attorney fees, certified mail expenses, and other out of pocket losses.

COUNT TWO

Fair Credit Reporting Act

28. The Plaintiff adopts the averments and allegations of paragraphs 6 through 27 hereinbefore as if fully set forth herein.

29. Defendant willfully violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation after receiving notice that the Plaintiff disputed the information said Defendant had provided to a consumer reporting agency.

30. Defendant willfully violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information provided by the consumer reporting agency pursuant to §1681i.

31. Defendant willfully violated 15 U.S.C. §1681s-2(b) by failing to conduct an investigation as to the accuracy of the information reported by Defendant to a consumer reporting agency.

32. Defendant willfully violated 15 U.S.C. §1681s-2(b)(1)(c) by reporting inaccurate, incomplete, false, and misleading results of the investigation, if any, to the consumer reporting agency. Additionally, Defendant failed to report the account set forth herein as disputed.

33. Defendant willfully violated 15 U.S.C. §1681s-2(b)(1)(D) by failing to notify all consumer reporting agencies that the reporting of the accounts the subject of this action was inaccurate, incomplete, false, and misleading. Additionally, Defendant failed to report the account set forth herein as disputed.

34. As a result of the Defendant's violations set forth above, the Plaintiff suffered damage to his credit and credit reputation and lost credit opportunities. Additionally, Plaintiff

suffered humiliation, anxiety, loss of sleep, anger, worry, physical pain and illness and mental anguish, as well as damages for attorney fees, certified mail expenses, and other out of pocket losses.

AMOUNT OF DAMAGES DEMANDED

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands a judgment against the Defendant for the following:

A. Actual and statutory damages from Defendant pursuant to 15 U.S.C. §1681n(a)(1)(A) and/or 15 U.S.C. §1681o(a)(1).

B. Punitive damages from Defendant pursuant to 15 U.S.C. §1681n(a)(2);

C. Costs and reasonable attorney's fees from Defendant pursuant to 15 U.S.C. §1681n(a)(3); and

D. For such other and further relief as the Court may deem just and proper.

/s/ Penny Hays Cauley
Penny Hays Cauley, Fed. ID No. 10323
Attorney for Plaintiff

OF COUNSEL:
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PLAINTIFF DEMANDS A TRIAL BY STRUCK JURY ON ALL COUNTS

/s/ Penny Hays Cauley
Penny Hays Cauley

DEFENDANT TO BE SERVED VIA CERTIFIED MAIL:

First National Collection Bureau, Inc.
c/o LexisNexis Document Solutions - Registered Agent
1703 Laurel St.
Columbia, SC 29201